

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT, IN AND FOR MIAMI-
DADE COUNTY, FLORIDA.

GENERAL JURISDICTION DIVISION

CASE NO.

MARK LATY

Plaintiff,

vs.

LAND BARON II, LLC; SHORES
DEVELOPMENT, INC.; MICHELE
FERNANDEZ, an Individual and as an Agent of
XCELLENCE REALTY; and XCELLENCE
REALTY

Defendants.

_____ /

COMPLAINT

Plaintiff MARK LATY ("Laty"), sues Defendants, LAND BARON II LLC; SHORES DEVELOPMENT, INC.; MICHELE FERNANDEZ, an Individual, and as an Agent of XCELLENCE REALTY; and XCELLENCE REALTY and alleges as follows:

JURISDICTIONAL AND VENUE ALLEGATIONS

1. This is a cause of action for damages that exceeds \$15,000.00
2. This Court has subject matter jurisdiction pursuant to Fla. Stat. §26.012.
3. Venue is proper as the real property that is the subject of this complaint lies within Miami-Dade County.
4. Plaintiff, Mark Laty, is a natural person domiciled in Miami-Dade County and is sui juris.

5. Land Baron II, LLC is a limited liability company organized and existing under the laws of the State of Florida and maintains an office for the transaction of its customary business in Miami-Dade County, Florida, although its registered agent is in Broward County, Florida.
6. Shores Development is a company organized and existing under the laws of the State of Florida and maintains an office for the transaction of its customary business in Miami-Dade County, Florida.
7. Michele Fernandez is a natural person domiciled in Miami-Dade County and is sui juris.
8. Xcellence Realty is a company organized and existing under the laws of the State of Florida and maintains an office for the transaction of its customary business in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

9. This is an action for damages that exceed Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.
10. On or about April 25, 2014, and upon the representations of Michele Fernandez, Mark Laty executed a contract for the purchase of real property in Miami-Dade County, Florida, in the pre-construction development of Angelina Mia Toscana (Hereinafter the "Toscano Contract"). A Copy of the contract is attached hereto as Exhibit A and is incorporated by reference.
11. Laty tendered deposit funds in the amount of \$22,000.00 along with the Toscano Contract. A copy of the check is attached hereto as Exhibit B and is incorporated by reference.

12. Upon reliance of the representations made by Fernandez, Laty entered into a contract on April 25, 2014, with the intent to finance the purchase of real property located in Toscano Estates.
13. Laty negotiated the terms of said contract with Fernandez and clearly expressed his intent to purchase the property with financing.
14. Fernandez drafted the contract and Laty signed the contract upon reliance of the representations that the contract contained a financing contingency as so stated by Fernandez.
15. As the real estate associate, Fernandez stands to make a large commission from the contract, as well as bonus from the developer, for the sale of the subject property. The financing contingency does not benefit Fernandez in that it gives an out to the contract for Laty should the mortgage be denied. Fernandez benefits from the cash option.
16. On April 26, 2014, Mark Laty noticed that Fernandez had drafted the contract as a "cash" transaction in the contract, leaving no financing contingency as was agreed upon during the construction of the contract. Laty additionally reemphasized his inability to complete the transaction without financing and asked that the contract immediately be amended to reflect the original intent of the contract.
17. Fernandez refused to amend the contract to reflect the representations she made to Laty that the contract was predicated upon a finance contingency.

18. Subsequently, in an effort to appease Laty, Fernandez contacted a mortgage broker on behalf of Laty and said mortgage broker (Martinez) discussed that the contract would have to be changed to financing.
19. Fernandez again refused to change or amend the contract to reflect the original terms that were discussed and assented to and requested that Laty cease and desist from future contact.
20. Laty made a formal demand via a certified letter to either simply amend the contract to reflect the discussed terms or for the return of the deposit and notice of the rescission of contract and civil theft of the deposit funds if the funds were not returned.
21. No response has been received and Laty has no other adequate remedy at law than to bring this action for the equitable rescission of the contract and return of his deposit.

COUNT I – FRAUD IN THE INDUCEMENT BY MICHELE FERNANDEZ

Plaintiff hereby incorporates by reference the allegations set forth in ¶¶ 1 - 21, supra, as if fully set forth at length herein and further alleges:

22. This is an action for damages that exceed Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.
23. On or about April 25, 2014, Fernandez knowingly, and with the intent to fraudulently induce Laty into executing a contract for the purchase of real

property that is subject matter of this action, made false statements that the executed contract was indeed executed with the agreed upon financing contingency clause.

24. Fernandez was apprised of Laty's financial status and his intent to purchase the subject property with a mortgage. She was instructed to draft the contract as finance purchase.
25. Removing the financing contingency binds Laty to a contract to which he did not assent, and this benefits the seller, its agents and assigns, and Michele Fernandez personally as she will receive a commission.
26. Fernandez refused to change or amend the contract to reflect the original terms that were discussed and to which the parties assented.
27. Laty would have never signed the contract as a cash contract as he does not have the cash for a purchase of this magnitude and can proffer evidence of same (which gives rise to a cancellation in itself pursuant to Section 3 of said contract).
28. Fernandez, subsequently, did contact a mortgage broker for Laty and said mortgage broker (Martinez) discussed that the contract would have to be changed to financing, yet Fernandez still refused to amend the contract.
29. Laty has received no benefits for this contract as it is for the purchase of a preconstruction property in Miami-Dade County, not slated for completion for a period of two years.

30. Even if Laty had received benefits from this contract, he would agree to return said benefits to put the parties in their original position.
31. Fernandez made a false statement of material fact when she stated the contract was executed with a financing contingency. The fact that she refused to amend the contract when the “mistake” was discovered by Laty is evidence of her intent to execute the contract as a cash contract. When Laty advised Fernandez of the false statement of fact, she knew of its falsity, and refused to cure same.
32. The fact that Fernandez refuse to amend the contract shows intent to make said false statement to induce Laty to sign the contract, a false statement which Laty justifiably relied upon to his detriment. *Prieto v. Smook, Inc.* 97 So.3d 916, 917 (Fla. DCA 2012).
33. Fernandez stands to gain under the contract by way of her commission.
34. Fernandez’s repeated refusal to amend the contract, and the gains she shall receive from the transaction, is evidence of her manipulation to execute the contract as a cash only transaction.
35. It is fundamental that a contract induced by fraud is voidable. *Lance Holding Co., v. Ashe*, 533 So.2d 929, 930 Fla. 5th DCA 1988). The remedy for fraud in the inducement is rescission of the contract. *Lower Fees Inc. v. Bankrate Inc.* 74 So.3d 513 (Fla. 4th DCA 2011).

36. Neither party will be prejudiced if both parties are put back to their pre-contract status quo.

37. Laty has no other adequate remedy at law other than rescission. *Billian v. Mobile Corporation*, 710 So.2d. 984, 991 (Fla. 4th DCA), rev. denied 725 So.2d 1109 (Fla. 1998).

WHEREFORE, Mark Laty prays that this honorable court rescind the contract that is the subject of this complaint, order the return of the full deposit, and for an order of attorneys' fees, costs and damages as this Court deems proper.

COUNT II – BREACH OF CONTRACT

Plaintiff hereby incorporates by reference the allegations set forth in ¶¶ 1 - 37, supra, as if fully set forth at length herein and further alleges:

38. This is an action for damages that exceed Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.

39. Fernandez, on behalf of Xcellence Realty, executed a contract for the sale and purchase of the property that is the subject of this litigation.

40. The contract was negotiated as a financed purchase of real property.

41. Fernandez executed the contract as a cash purchase, then refused to amend the contract when the false information was discovered.

42. This is a material breach of the contract as there was no mutual assent of meeting of the minds.

43. The financing is an essential term to the transaction. Given the fact that the terms as expressed by Fernandez are in direct contradiction to the terms agreed upon between the parties, the Toscano contract is unenforceable as a matter of law.
44. The seller is in wrongful possession of Laty's deposit as it has materially breached the contract and harmed Laty.
45. Section (3) of the Toscano Contract expresses and stipulates that if the buyer does not have the financial ability to purchase the Property with cash, then the contract will be terminated and the seller must refund any paid deposit to the buyer.
46. Laty has placed the seller on notice of this occurrence and demanded the return of his deposit to no avail, hence this action.
47. Laty does not and has at any time relevant to this matter had the cash to purchase a home at Toscano Estate and at no time has he ever made a representation to the contrary.
48. Laty has no other adequate remedy at law other than rescission. *Billian v. Mobile Corporation*, 710 So.2d. 984, 991 (Fla. 4th DCA), rev. denied 725 So.2d 1109 (Fla. 1998).

WHEREFORE, Mark Laty prays that this honorable court rescind the contract that is the subject of this complaint, order the return of the full deposit, and for an order of attorneys' fees, costs and damages as this Court deems proper.

COUNT III – FRAUDULENT MISREPRESENTATION

Plaintiff hereby incorporates by reference the allegations set forth in ¶¶ 1 - 48, supra, as if fully set forth at length herein and further alleges:

49. This is an action for damages that exceed Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.

50. Fernandez misrepresented to Laty that the contract executed by Laty contained the financing contingency they had agreed upon.

51. The contract in fact was a cash only contract.

52. Laty relied upon the misrepresentation and signed the contract without noticing that Fernandez had actually designated the contract as a cash contract.

53. Laty noticed the next day and asked Fernandez to correct her "mistake".

54. Had it been a mistake, it is common practice in the industry to amend the contract and initial the changes.

55. This common industry practice is done in order to ensure the transaction reflects the negotiations of the parties and that the transaction will be successful.

56. Fernandez and Xcellence Realty refused to change or amend the contract to reflect the agreed upon terms.

57. Laty will be harmed if this contract is not rescinded.

58. Defendants will not be harmed if this contract is rescinded as the property is not even under contraction at this juncture, nor was it 24 hours after the contract was signed and Laty first brought the misrepresentation to light and asked for it to be corrected.

59. Fernandez made a false statement to misrepresent the terms of the contract, and this misrepresentation of material fact induced Laty to sign the contract.

60. As Fernandez was the individual drafting and negotiating the contract, the plaintiff justifiably relied on her representations. Tautologically, as Fernandez was apprised that the contract was executed as a cash contract instead of the agreed-upon financing contingency contract, her refusal to do a customary amendment to the contract to clarify the mistake she made is an admission of her misrepresentation. *Madness, L.P. v. DiTocco Konstruktion, Inc.*, 873 So.2d 427, 429 (Fla. 4th DCA 2004).

61. An agent, acting for acknowledged principal, is independently liable for fraudulent misrepresentation. *Lyle v. National Savings Life Insurance Company*, 558 So.2d 1047, 1048 (Fla. 1st DCA 1990).

62. The plaintiff is not only deprived of his \$22,000 deposit, but bound to a contract he was fraudulently induced to sign and of which there was no meeting of the minds.

63. Laty has no other adequate remedy at law other than rescission. *Billian v. Mobile Corporation*, 710 So.2d 984, 991 (Fla. 4th DCA), *rev. denied* 725 So.2d 1109 (Fla. 1998).

WHEREFORE, Mark Laty prays that this honorable court rescind the contract that is the subject of this complaint, order the return of the full deposit, and for an order of attorneys' fees, costs and damages as this Court deems proper.

COUNT IV RESCISSION

Plaintiff hereby incorporates by reference the allegations set forth in ¶¶ 1 - 63, supra, as if fully set forth at length herein and further alleges:

64. This is an action for damages that exceed Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.

65. Due to the misrepresentations of a material fact made by Fernandez as an individual and as an agent of Xcellence Realty, made by Shores Development and by Land Baron II, upon which plaintiff relied, the plaintiff Laty will be irreparably harmed if this contract is not rescinded.

66. To plead a case for rescission plaintiff need only show the existence of fraud, mutual mistake, false representation, and impossibility of performance or ground for rescission or cancellation. Plaintiff has met this burden. The plaintiff has received no benefits from this contract, and the defendant will not be harmed if all parties are restored to their pre-contract status quo. The plaintiff has no other adequate remedy at law.

67. Laty has not even received a fully executed copy of the contract and no no copy of the contract with the signature of the seller affixed thereto.

68. Predicated upon this alternative theory, there exists no contract and this Court should order the immediate return of the escrowed funds and cancel the transaction.

69. Laty has no other adequate remedy at law other than rescission. *Billian v. Mobile Corporation*, 710 So.2d. 984, 991 (Fla. 4th DCA), rev. denied 725 So.2d 1109 (Fla. 1998).

WHEREFORE, Mark Laty prays that this honorable court rescind the contract that is the subject of this complaint, order the return of the full deposit, and for an order of attorneys' fees, costs and damages as this Court deems proper.

COUNT V – CIVIL THEFT

Plaintiff hereby incorporates by reference the allegations set forth in ¶¶ 1 - 69, supra, as if fully set forth at length herein and further alleges:

70. This is an action for damages that exceed Fifteen Thousand Dollars

(\$15,000.00), exclusive of interest, costs and attorney's fees.

71. Pursuant to Florida Section 772.11 Fla. Stat. Defendants knowingly obtained and retained funds from Laty with the intent to permanently deprive him of the right to such money and appropriate the money for their own use.

72. Plaintiff, through prior counsel, send the required statutory letter pursuant to Section 772.11 Fla. Stat. demanding the return of the monies under Section 3 Toscano Contract, which, on its face, states that if the buyer does not have the financial ability to purchase the Property with cash, then the contract will be terminated and the seller must refund any paid deposit to the buyer. A copy of the letter is attached hereto as Exhibit C and incorporated by reference.

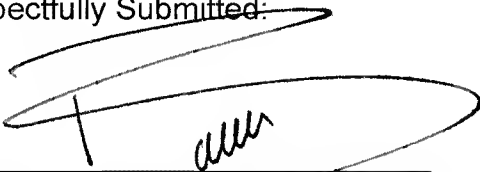
WHEREFORE plaintiff demands rescission of the Toscano contract if this court does not deem said contract null and void, treble damages in the amount of \$66,000.00, compensatory damages as allowed by statute and attorney fees and costs as deemed appropriate and reasonable by the court.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury by trial of all issues so triable.

October 7, 2014

Respectfully Submitted:

A handwritten signature in black ink, appearing to read 'CJ Bannan', is written over a horizontal line.

COURTNEY JARED BANNAN FBN: 703931
BANNAN LAW FIRM
ATTORNEY FOR PLAINTIFF MARK LATY
3325 Hollywood Boulevard, Suite 402
Hollywood, Florida 33021
954-534-9316
attorney@bannanlawfirm.com

EXHIBIT A

COOPERATING BROKER AGREEMENT

THIS **COOPERATING BROKER AGREEMENT** (this "Agreement") is made and entered into effective as of, April, 23rd 2014 , between Xcellence Realty ("Cooperating Broker") and Seller, Shores Development as defined in the Agreement, respecting Lot,1 of Block 1, of Angelina Mia. Toscana

1. Cooperating Broker. Notwithstanding anything contained in the Agreement to the contrary, Seller and Cooperating Broker acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property ("Cooperating Broker"):

Name of Cooperating Broker Xcellence Realty

Address:

Business Phone:

Business Fax:

Name of Sales Associate of Cooperating Broker: Michele Fernandez

Telephone: 305 345-3282

Email Address:

Cellular Phone:

Sales Associate License No.: 0659766

Date of Registration: 4/1/2014

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of TWO, percent (2%) of the Base Purchase Price plus the Homesite Premium, less all applicable Incentives (the "Commission"), subject however to the terms and conditions set forth below and in the Broker Participation Policy ("Participation Policy"). As set forth herein, "Incentive" shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller in connection with Buyer's purchase of the Property, including, without limitation, any: reduction or discount in the Total Purchase Price, Base Purchase Price, or the Homesite Premium; reduction in the cost of Options, Upgrades and/or Extras; credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by any homeowner's association or Seller; payment of or contribution toward homeowner's casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Cooperating Broker agrees that it shall look to Buyer for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property.

3. Sales Associate of Cooperating Broker. By signing below, sales associate or designated agent of Cooperating Broker ("Sales Associate") agrees, on behalf of himself/herself and on behalf of Cooperating Broker, to the terms of this Agreement. Without limiting the foregoing, Sales Associate agrees that Seller's sole responsibility hereunder is to pay the Commission to Cooperating Broker in the manner described above. Any other amounts payable to Sales Associate and/or Cooperating Broker shall be the sole responsibility of Buyer, if provided for in a separate agreement between Cooperating Broker and Buyer. In addition, Sales Associate hereby personally represents and warrants that Sales Associate has full power and authority to execute and deliver this Agreement on behalf of Cooperating Broker and that such execution of this Agreement on behalf of Cooperating Broker has been duly authorized by all necessary and proper corporate action of Cooperating Broker.
4. Participation Policy. By signing this Agreement, Sales Associate acknowledges that Sales Associate has read and agrees, on behalf of such Sales Associate and Cooperating Broker, to comply with the terms and conditions in the Participation Policy set forth below. This Agreement shall be null and void if Seller determines, in its absolute discretion, at any time before Closing that Sales Associate and/or Cooperating Broker has/have violated the terms of the Participation Policy. The Participation Policy follows:

4.1 In order for Cooperating Broker to receive a commission in connection with the sale of the Lot, Cooperating Broker or Sales Associate must register a prospective buyer (the "Prospect") in person at the sales office for the Lot (phone registrations will not be accepted). Cooperating Broker or Sales Associate must accompany the Prospect during Prospect's initial visit. If the tracking system used at the sales office for the Community indicates that the Prospect was initially introduced to the Community via the internet and/or initially registered at the sales office without being accompanied by Cooperating Broker or Sales Associate, neither Cooperating Broker nor Sales Associate shall be entitled to receive a commission in connection with the sale of real property in the Community to such Prospect. This registration is effective for the earlier of (i) a period of ninety (90) days from the date of registration ("Registration Period") or (ii) the registration of the Prospect by a subsequent real estate broker or sales associate. Unless the Registration Period has been previously terminated, Cooperating Broker may extend the Registration Period for an additional ninety (90) days by sending a written request (phone requests for an extension will not be accepted) to the sales office for the Community before the expiration of the initial Registration Period.

4.2 Cooperating Broker shall be entitled to receive the Commission, provided that the Prospect (i) is properly registered, (ii) contracts to purchase a home from the on-site sales staff in the Community ("New Home Consultant") before the expiration of the Registration Period, and (iii) closes on the transaction pursuant to the Purchase and Sale Agreement for the Property. The registration of the Prospect during the Registration Period, or any extension thereof, does not protect Cooperating Broker or Sales Associate from another real estate broker or sales associate who subsequently registers the same Prospect for the Lot or a different lot in the community. Seller will pay the Commission to Cooperating Broker, provided that the terms and conditions contained herein are satisfied. However, in the event two or more real estate brokers or sales

associates claim that they are entitled to a commission for having registered the Prospect, the real estate broker or sales associate who registers the Prospect last is entitled to the commission. In all cases, Sales Associate agrees to look solely to Cooperating Broker for payment of any commission. By way of example, if Sales Associate terminates his/her employment with a registered Cooperating Broker who is entitled to a commission pursuant to this Participation Policy, then Sales Associate shall have no claim against Seller with respect to such commission.

4.3 Cooperating Broker and Sales Associate acknowledge that this Participation Policy, the registration forms, sign-up sheets and other incentives, contracts, or forms given to Prospects or buyers of homes are trade secrets of Seller. Cooperating Broker agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, damages, losses, costs and expenses of whatever nature or kind, including reasonable attorneys' fees, paraprofessional fees and costs relating to or arising out of any claim against Seller as a result of conduct or representations made by Cooperating Broker and/or Sales Associate. In the event that Seller must enforce or defend any of the terms and conditions of this Participation Policy, Seller shall be entitled to collect from Cooperating Broker reasonable attorneys' fees, paraprofessional fees and costs.

5. Cooperating Broker Status. Duties and Prohibitions. Sales Associate, on behalf of himself/herself and on behalf of Cooperating Broker, hereby represents, warrants and covenants as follows:

5.1 Cooperating Broker is either (I) a licensed real estate broker in the State of Florida or (ii) is licensed in another jurisdiction and not performing any services in Florida in violation of Section 475.01(1)(a), F.S., and is serving as a single agent or transaction broker on behalf of Buyer in the purchase of the Property.

5.2 Sales Associate is either (I) a licensed real estate broker or sales associate in the State of Florida or (ii) is licensed in another jurisdiction and not performing any services in Florida in violation of Section 475.01(1)(a), F.S., and is a designated agent of Cooperating Broker serving as a single agent or transaction broker on behalf of Buyer in the purchase of the Property.

5.3 Each of Cooperating Broker and Sales Associate shall comply with all requirements of applicable law as a single agent or transaction broker in their representation of Buyer in the purchase of the Property and will assist the parties with communication, interposition, advisement, negotiation, contract terms and closing.

6. Entire Agreement. This Agreement sets forth the entire agreement between Seller, Cooperating Broker and Sales Associate and shall not be altered, modified or amended unless such amendment is set forth in writing and signed by all parties to this Agreement.
7. Governing Law. This Agreement is governed by Florida law, without regard to its conflicts of law rules.
8. Counterparts. This Agreement may be executed in counterparts, a complete set of which

shall form a single document.

BROKER: _____

COOPERATING BROKER:

By: _____
its Sales Associate

Print Name: _____

Date: _____

SELLER:

Land Baron II LLC

By: _____

Name: _____

Title: _____

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made and entered into by Land Baron II, LLC, a Florida limited liability company ("Seller") and Mark Laty (collectively, "Buyer").

RECITALS:

- A. Seller and Buyer entered into that certain Purchase and Sale Agreement, dated on or about April 25th 2014 (the "Agreement"), for the purchase by Buyer of real property located in, Miami-Dade County, Florida as more particularly described in the Agreement. The Agreement and the First Amendment are hereinafter referred to as the Contract.
- B. Buyer and Seller desire to amend the Contract as set forth herein.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized but undefined terms used herein shall have the same meaning as used in the Contract.
- 2. Seller will pay up to 3% towards closing costs, must use approved lender.
- 3. The effective date of this Amendment shall be the last day on which the last of Seller or Buyer shall execute this Amendment.
- 4. Except as specifically modified in this Amendment, all of the terms and conditions of the Contract shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Contract or any prior amendment thereto, then the terms of this Amendment shall control. This Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.
- 5. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Amendment. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature page by fax or e-mail. The signature of any party to any counterpart may be appended to any other counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date set forth above.



Signed, sealed and delivered
in the presence of:

MARK LATY
Print Name:

Print Name: _____

Print Name: _____

Print Name: _____

BUYER: 

BUYER:

Name: _____

Title: _____

Executed on the ____ day of _____, 201

SELLER:



Name: _____

Title: _____

Executed on the ____ day of _____, 201

PURCHASE AND SALE AGREEMENT

THIS **PURCHASE AND SALE AGREEMENT** (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the 25rd, day of April, 2014 by and between Land Baron II, LLC. ("**Seller**") and Buyer(s) named below ("**Buyer**"):

BUYER(S): Check Applicable:

1. Mark Laty

Married ☐ Single ☒ Male ☐ Female ☐

2.

Married ☐ Single ☐ Male ☐ Female ☐

Buyer Address: 495 Brickell ave #3606

City: Miami, State: FL/ Country: USA Zip: 33131

No Buyer Changes Will Be Permitted.

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

| | | |
|---------------------|--------------------------------------|--------------------------------------|
| Home Telephone: | Buyer 1: <u> </u> | Buyer 2: <u> </u> |
| Business Telephone: | Buyer 1: <u> </u> | Buyer 2: <u> </u> |
| Cellular Telephone: | Buyer 1: <u> </u> | Buyer 2: <u> </u> |
| Facsimile Number: | Buyer 1: <u> </u> | Buyer 2: <u> </u> |
| Email Address: | Buyer 1: <u> </u> | Buyer 2: <u> </u> |

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Renoir Model, constructed or to be constructed on the property described below with an address of, TBD

Lot 3, Block 1, Arbor Estates a subdivision according to the plat thereof recorded at Plat Book 167, Page 70, in the Public Records of Miami-Dade County, Florida

Folio No.:

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Lot**"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property."

Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO.

2. Purchase Price and Payments.

| | |
|------------------------|------------|
| Sales Price: | \$ 440,000 |
| Deposit paid to _____: | \$ 22,000 |
| | \$ _____ |
| Extras or Upgrades: | \$ _____ |
| Financing: | \$ _____ |
| Cash to Close: | \$ _____ |

3. Financing.

☒ **CASH TRANSACTION.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the

Buyer: Buyer:

documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

[] **MORTGAGE TRANSACTION.** If this box is checked, Buyer desires to obtain a loan commitment (the "**Commitment**") within the Mortgage Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Equity Mortgage Bankers, LLC or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms. In the event Buyer chooses to obtain financing through a Lender other than _____ Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides a written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) a written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the V A/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

- 3.1 **Application.** Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAYBE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.
- 3.2 **Commitment.** Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If Buyer obtains a loan Commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion,

Buyer: _____ Buyer: _____

may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section.

- 3.3 Appraisal. Seller's obligation to construct the Home is based on Buyer's obligation to purchase the Property at the as of the Effective Date. Buyer understands that the amount of the mortgage loan is subject to the Lender's "loan to value" ratio which is the percentage of the mortgage amount in relation to the appraised value of the Property as determined by the Lender's appraisal. The Lender's appraisal of the Property at the then current market conditions at the time of Closing may not equal the Total Purchase Price. If the mortgage loan amount, as set forth on the Purchase Price and Payment Addendum attached hereto, is greater than the amount that the Lender is willing to loan to Buyer at Closing, the Buyer shall be obligated to pay the difference at Closing. BUYER ACKNOWLEDGES AND AGREES THAT THE "EXTRAS" FOR WHICH BUYER HAS CONTRACTED FOR WITH SELLER MAY NOT ADD TO THE APPRAISED VALUE OF THE PROPERTY AND THE APPRAISAL SHALL BE BASED SOLELY UPON THE HOME AND NOT ANY ADDITIONS REQUESTED BY THE BUYER WHICH ARE NOT PART OF THE TOTAL PURCHASE PRICE. Under no circumstances shall Buyer be excused from performance under this Agreement as a result of the Lender's appraisal. If the Lender's appraisal is not equal to or greater than the Total Purchase Price, Buyer acknowledges and agrees that Buyer shall still be obligated to satisfy the terms and conditions of this Agreement, which may include, without limitation, Buyer's payment of the difference between the mortgage loan proceeds and amounts required to close the transaction contemplated by this Agreement ("Additional Cash to Close Funds"). If Buyer cannot or elects not to pay such Additional Cash to Close Funds prior to or at Closing, Seller shall be entitled to terminate the Agreement and retain the Deposit as liquidated damages for taking the Property off of the market. The parties agree that the amount of liquidated damages is fixed and agreed to as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.
- 3.4 Sale of Other Residence. Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.
4. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. Buyer will not be entitled to possession of the Home until all proceeds have cleared Seller's attorneys' trust account.
5. Closing. Without limiting the terms of Section 6, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is

Buyer: _____ Buyer: _____

defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail addressees) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default or to charge Buyer, Three Hundred Dollars (\$300) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

6. Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state of Florida as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.
7. Casualty Before Closing. If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Seller shall have the option to: (i) terminate this Agreement and Buyer shall receive a refund of the Deposit, in which event both parties shall be released from all obligations under this Agreement, or (ii) Seller shall repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
8. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

Buyer: _____ Buyer: _____



9. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters: Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate surveyor inspection of the Property; (6) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (7) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; (8) overlaps of fences upon neighboring properties and/or over easements; (9) acts done or suffered by Buyer and any mortgage obtained by Buyer for the purchase of the Property; and (10) any deed restrictions reflected in the Deed. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer. The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement. Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.
10. Closing Costs. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing, including the Builder's Fee (the "Closing Costs") are shown in the attached Rider.
11. Site and Substitutions. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

11.1 Changes to Plans and Specifications.

11.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate ongoing site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

11.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may

also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

11.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

11.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

11.2 Decorative and Landscaping Items.

11.2.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

11.2.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided


Buyer: Buyer:



as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

11.3 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

12. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. Seller hereby waives any right to sue for specific performance.
13. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may receive its Deposit, together with any accrued interest on the Deposit thereby waiving and claim for damages actual or otherwise and specifically waives any claim or right to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 6 above.
14. Mediation / Arbitration of Disputes.
- 14.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court of law or equity.
- 14.2 Any and all mediation commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.
- 14.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator.
- 14.4 The waiver or invalidity of any portion of this Section shall not affect the validity

Buyer:  Buyer: _____



or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

14.5 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

15. Selling Agent, Cooperating Broker, and Seller's New Home Consultant. Unless the Purchase Price and Payment Addendum attached hereto indicates otherwise, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") are employees of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.
16. Construction Activities. BUYER IS HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE HOME. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.
17. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies

Buyer:  Buyer: _____

to the Seller, _____ and all of its affiliates, and their attorneys and title company (collectively, the "Seller Affiliates"). Accordingly, each of Seller and its affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

18. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.
19. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent.
20. Time of the Essence. Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.
21. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
22. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

Buyer: _____ Buyer: _____

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23. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.
24. Survival. Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise.
25. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.
26. Governing Law. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.
27. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.
28. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized agent of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.
29. Additional Changes. Notwithstanding Section 33 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes.
30. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.
31. Reservation of Easement. For the purpose of completing the construction and servicing of the Property, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, material men and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

Buyer: Buyer:



32. Riders and Addenda. This Agreement consists of twenty (20) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement

Check all that apply:

- ☒ Purchase Price and Payment Addendum
☒ Cooperating Broker Agreement
☒ Energy Rating Brochure
☒ Election Form Addendum
☒ FHA/VA Addendum
☐ Indoor Environmental Quality Disclosure Addendum - HUD Receipt for Property Report
☒ COPY OF FLOOR PLAN SITE PLAN AND FEATURES LIST
☐ Sales Incentive Addendum
☐ Natural Products Addendum
☐ Approved Lender Addendum
☐ Rider A – Florida Provisions
☐ Rider B – Financing Issues

33. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized agent of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

34. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first written above.

Buyer 1: _____

Dated: _____

Print Name: _____

Buyer 2: _____

Dated: _____

Witnesses:

Land Baron II, LLC

Print Name: _____


A Florida limited liability company

By:  _____

Print Name: _____

Wayne Rosen, Manager

Dated: _____

Buyer:  Buyer: _____

RIDER A

THIS **RIDER A** (this "Rider A") is executed in conjunction with and, by this reference, 25rd April 2014, between ("Buyer") and Seller, as defined in the Agreement, respecting Lot 1, of Block 1 of Arbor Estates, according to the plat thereof, as recorded in Plat Book 167, page 70, Public Records of Miami-Dade County, Florida (the "Community").

- I. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider A to the Agreement shall be deemed to include references to this Rider A and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

3. **Deposit**

3.1 Section 501.1375 of the Florida Statutes requires that the following statement be disclosed to buyers of residential homes:

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO TEN PERCENT (10%) OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAYBE WAIVED, IN WRITING, BY BUYER.

☐ I/We hereby waive my/our rights under Section 501.1375 of the Florida Statutes to have all deposit funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account.

WAIVER: Buyer's Initials

- ☒ Buyer is electing to have all deposited funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account. Seller intends to use the Deposit funds for construction purposes and has acquired a master surety bond permitting Seller to obtain the immediate release of such deposit funds from the escrow account as provided in Section 501.1375(5) of the Florida Statutes. If Buyer does not waive the right to have the Deposit funds placed in an escrow account, Buyer may be debited at Closing an amount equal to the premium for the applicable portion of the master surety bond securing such Deposit funds.

NON-WAIVER Buyer's Initials

3.2 In the event Buyer's Deposit exceeds ten percent (10%) of the Total Purchase Price, the following provision shall be applicable:

Buyer acknowledges, understands, and agrees that (i) Seller may not apply for or obtain all permits necessary to construct the Home within thirty (30) days from the execution of the Agreement and (ii) Seller may not commence work on the Home within ninety (90) days of the issuance of such permits, provided however, Seller shall apply for or obtain such permits within one (1) year after the date of the Agreement (the "Permit Issuance Date") and Seller shall commence work no later than one (1) year from the Permit Issuance Date. Buyer acknowledges and agrees that the foregoing shall constitute an extension of the time limitations set forth in Section 489.126, Florida Statutes. Provided, however that the foregoing provisions in this Section 3.2 shall not operate to extend or qualify Seller's obligation to complete the Home as provided in Section 8 of the Agreement.

Buyer's Initials

4. **Return of Deposit.** In the event this Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the deposit.

Buyer: Buyer:

5. Property Tax Disclosure. Pursuant to Section 689.261 of the Florida Statutes, Seller provides the following notice: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

6. Florida Homeowners' Construction Recovery Fund. Pursuant to Section 489.1425 of the Florida Statutes,

Seller provides the following notice. PAYMENT MAYBE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 N. MONROE ST., SUITE 60, TALLAHASSEE, FLORIDA 32399-2202.

7. Energy Rating. Pursuant to Section 553.996 of the Florida Statutes, Buyer may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Home being purchased. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of the rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer approving the rating, that the rating is solely for Buyer's own information and that Buyer will pay the total cost of the rating. Buyer hereby acknowledges that receipt of a brochure from The Florida Energy Gauge Program regarding Florida's Building Energy Rating System (the "Energy Rating Brochure").

8. Energy Performance Level Display Card. At the written request of Buyer, Seller shall provide Buyer with an Energy Performance Level ("EPL") Display Card by way of Addendum to this Agreement pursuant to Section 553.9085 of the Florida Statutes.

9. Radon Gas Notice and Disclaimer. This disclosure is required by Section 404.056 of the Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

10. Chapter 558, Notice of Claim. In accordance with Florida law, Seller provides Buyer with the following notice: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

If Buyer rejects any settlement offer made pursuant to such Florida law by Seller or other contractors, subcontractors, suppliers or design professionals hired by, through or under Seller or its affiliates (collectively, "Protected Parties"), and Buyer elects to proceed with an action against one or more Protected Parties, Buyer acknowledges that the dispute must be resolved by mediation or, if not resolved by mediation, by binding arbitration as provided in this Agreement. Further, all other provisions of this Agreement respecting disputes remain in full force and effect.

11. Counterparts. This Rider A may be executed in counterparts, a complete set of which shall form a single document.

12. Conflicts. In the event of any conflict between this Rider A and the Agreement, this Rider A shall control. In all other respects, the Agreement shall remain in full force and effect.

Buyer: Buyer:

[Handwritten signature]

13. Entire Agreement. The Agreement, together with this Rider A and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider A or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer: _____
Date: _____

Buyer: _____
Date: _____

SELLER: Land Baron II, LLC
By: _____

Date: _____
RIDER B

THIS **RIDER B** (this "Rider B") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the 25th day of April, 2014, between, Mark Laty (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 1 of Block 1, of Arbor Estates, according to the Plat thereof as recorded in Plat Book 167, page 70, Public Records of Miami-Dade County, Florida (the "Community"). Toscana

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

- a. "Closing Date Notice Period" shall mean at least ten (10) days prior to the Closing Date.
- b. "Mortgage Period" shall mean thirty (30) days if this Agreement is contingent on Buyer obtaining financing as indicated in the Purchase and Sale Agreement.

2. Closing Costs. BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM). BUYER SHALL PAY CERTAIN OTHER FEES, THE BUILDER'S FEE AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "CLOSING COSTS." NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "PRO RATA SHARES" WILL BE DEEMED A TIME PRORATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, without limitation:

- 2.1 The premium for a policy of owner's title insurance, any real property transfer taxes in connection with the transfer of the Property, the cost of the documentary stamp taxes or other taxes on the Deed, and the cost to record the Deed. ¹In the event that Buyer decides to lock in the interest rate and points prior to closing, Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

¹Should the settlement charges to Buyer exceed amounts permitted to be paid by the Seller according to the VA, Seller, at its sole discretion, may terminate the Agreement and refund Buyer's earnest money. Should the settlement charges to Buyer exceed amounts permitted to be paid by Seller according to FHA, Buyer may either pay the additional settlement charges or the Seller may cancel this Agreement.

Buyer: _____ Buyer: _____

- 2.2 Customary closing costs of a Buyer of a single family residence, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys' fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing.
- 2.3 Title search updates, title examination fees and any other Closing expenses of Buyer.
- 2.4 All additional costs respecting the Property imposed by any governmental authority.
- 2.5 The cost of any obligations Buyer incurs not provided for in this Agreement.
- 2.6 The cost of a survey of the Property.
- 2.7 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.
- 2.8 A pro rata share of waste fees.
- 2.9 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.
- 2.10 Current expenses of the Property (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing date occurs.
- 2.11 If taxes for the year in which the Closing Date occurs are assessed on a Lot-by-Lot basis but such taxes are not due on the Closing date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing Date with the maximum allowable discount. If the Closing takes place after Seller has paid the taxes for the year in which the Closing date occurs, Buyer will reimburse Seller at the Closing for Buyer's pro rata share of those taxes from and after the Closing Date.
- 2.12 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of this Agreement, shall be paid by Buyer at the time of Closing.
- 2.13 The cost of soil treatment of the Property, if applicable.
- 2.14 The cost of courier fees.
- 2.15 The cost of termite treatment of the Property.
- 2.16 Builder's Fee. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder's fee, equal to (1.75%) of the Total Purchase Price (the "Builder's Fee"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. The Builder's Fee represents additional compensation to Seller and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

Buyer: Buyer:

3. Additional Financing and Closing Costs Disclosures.

- 3.1 Financing. Buyer and Seller agree this Purchase [] is [] is not contingent upon Buyer obtaining a Loan Commitment for financing secured by the Property. As used herein the term "Loan Commitment" shall mean the written approval by a loan underwriter (not a loan broker) agreeing to provide funds necessary for closing. Should this purchase be contingent upon such financing, Buyer will immediately, but not later than five (5) days after Seller's acceptance, make full and complete application to obtain financing. Buyer may use any lender of Buyer's choice. Seller requires, for its own purposes, a preliminary assessment of Buyer's ability to qualify for a mortgage loan to purchase the Property. Buyer shall submit to _____ ("Lender"), such information and authorizations requested by LENDER to perform the preliminary qualification assessment. Buyer is not obligated to use LENDER to obtain a loan to purchase the Property. If Buyer chooses to obtain financing through a lender other than LENDER, Buyer agrees to provide Seller with the name and address and phone number of such lender, the loan officer and loan processor, all within the same five (5) day period. Buyer hereby authorizes such other lender to provide Seller with a copy of Buyer's loan application documents and all information regarding the status of the loan upon Seller's request. Buyer agrees in good faith to take all steps required for the processing of the loan application and to promptly sign all documents and do all acts required by lender. Buyer agrees that after submitting a loan application for loan approval, Buyer will not take any action intended to impair Buyer's credit. The terms and conditions of the loan are a matter of concern solely between Buyer and lender and shall not in any way affect the rights or obligations of Buyer or Seller hereunder. Should Buyer receive loan approval, but thereafter, through no fault of Seller, but through Buyer's voluntary or willful actions, fail to timely close, Buyer shall be in default of this Agreement.
- 3.2 The Closing Agent designated by Seller shall close this transaction and any related mortgage loans, if any. If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.
- 3.3 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.
- 3.4 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.
- 3.5 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.
- 3.6 Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to Closing provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Closing. No changes in the Lender without Seller's prior written consent shall be permitted thereafter and any attempted change of Lender within thirty (30) days of Closing without Seller's prior written

Buyer: Buyer:

consent shall be a default hereunder. A change in Lender shall not give Buyer any right to delay the Closing or change the terms of Section 3 of the Agreement. Buyer acknowledges that the foregoing requirement is necessary to prevent Closing delays and to give Seller adequate time to make Closing arrangements.

- 3.7 Some Lenders may have a policy of delaying a buyer's closing on a home until several days after the Certificate of Occupancy is issued for such home. Buyer acknowledges and agrees that if Buyer's Lender is unable to close on the loan at the date, time and place specified by Seller, due to any delay in the issuance of the Certificate of Occupancy respecting the Home, Seller shall have the option to declare Buyer in default and seek the remedies stated in the Agreement, or to charge Buyer Three Hundred Dollars (\$300.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If the Certificate of Occupancy is issued on the Home during the last day of the month for which Closing is scheduled, Buyer acknowledges and agrees that Buyer must close on the Home on the last day of such month, at the time and place specified by Seller. If Buyer delays the Closing beyond the last day of the month for which Closing is scheduled, and Seller agrees to an extension of the date of Closing beyond the last day of the Month for which Closing is originally set, Seller shall also have the option to charge Buyer an amount equal to One Percent (1%) of the Total Purchase Price for each month after the originally scheduled Closing Date, as set forth in the Agreement.

The Lot is within a Special Flood Hazard Area and the following disclosure is required by Miami-Dade County:

THIS HOME OR STRUCTURE IS LOCATED IN A SPECIAL FLOOD HAZARD AREA. IF THIS HOME OR STRUCTURE IS BELOW THE APPLICABLE FLOOD ELEVATION LEVEL AND IS SUBSTANTIALLY DAMAGED OR SUBSTANTIALLY IMPROVED, AS DEFINED IN CHAPTER 1 C OF THE METROPOLITAN MIAMI-DADE COUNTY CODE, IT MAY, AMONG OTHER THINGS, BE REQUIRED TO BE RAISED TO THE APPLICABLE FLOOD ELEVATION LEVEL.

Buyer: LL

Buyer: _____

Date: 4/24/14

Date: _____

SELLER: Land Baron II, LLC

By: [Signature]

Date: _____

Buyer: [Signature] Buyer: _____

ADDENDUM FOR NATURAL AND MANMADE PRODUCTS

THIS **ADDENDUM FOR NATURAL AND MANMADE PRODUCTS** (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the 25rd day of April, 2014, between mark Laty (collectively, Buyer") and Seller, as defined in the Agreement, respecting Lot 1 of Block 1 of according to the Plat thereof, as recorded in Plat Book 168, page Arbor Estates, Public Records of Miami-Dade County, Florida (the "Community"). Toscana

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. Natural Stone Flooring and Countertops. Natural stones with varying colors and mineral compositions ("Stone") are found in quarries throughout the world. Stones including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in the Home:

2.1 Cleaning. Care should be exercised when cleaning Stone. No chemicals should be used to clean Stone other than those cleaners specifically designed to clean Stone.

2.2 Natural Inconsistencies. Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.

2.3 Edges and Corners. There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

2.4 Fissures and Pits. Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.


2.5 Spots, Freckles, and Rust. Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.

2.6 Seams. Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Home will not be seamless and may have visible seams, which are not defects.

2.7 Wallboard and Plaster. Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.

2.8 Staining. Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.


2.9 Sink Cabinet. The cabinet under the sink will extend beyond the edge of the sink. This cannot be avoided as a larger sink or smaller cabinet extension would preclude natural adjustment of seams and edges of Stone countertop and may result in a deterioration of the Stone

Buyer:  Buyer: _____



countertop.

3. Wood Cabinets. Buyer acknowledges that a variety of cabinet door selections may be offered in the Home. Wood doors will contain natural inconsistencies that promote the beauty of the wood door. As a tree is exposed to a variety of weather conditions during its natural development, random patterns in the tree's grain, color and species markings are created. These natural characteristics will be present in Buyer's wood cabinets and are considered normal. Additionally, these natural characteristics also vary between different types of wood and include the following potential variances: in the grain texture and amount of grain, blemishes in the individual pieces, unfinished edges (depending on the type of finish, such as white wash), and knot holes and other dark features. Wood cabinets are also affected by environmental factors such as natural light, so color is expected to gradually change and mellow over time. Due to environmental factors and the aging process, replacement parts may not match exactly.
4. Manmade Products. The Home may include one or more of the following manmade products: carpet, tile and wood flooring; wall and pool wet area tiles; wood cabinets; cultured marble tubs, sinks and countertops; roof tiles; stamped concrete and paver driveways. Buyer acknowledges and agrees that shade variations are inherent in manmade products. Colors of actual manmade products may vary from samples or catalogues and slight color variations may exist from different product runs. Buyer acknowledges that Seller makes no representations or guarantees regarding the color, markings, shade, and texture of the manmade products, or to the suitability or maintenance of any manmade products in the Home. Buyer acknowledges and Seller makes the following disclosures regarding the man made products to be used/installed in the Home.
 - 4.1 Bathroom Fixtures. There may be a variation in shading between bathroom fixtures within the same room, including commodes, sinks, countertops, tubs, and towel bars.
 - 4.2 Exterior Finish. Seller may provide an exterior decorative finish with a painted surface. The exterior decorative coating is not a waterproofing material. The proper application of paint and caulking of joints over cement based material and decorative wood components provide for the moisture resistant qualities of the exterior surface of the Home. Buyer acknowledges that repainting of the Home will likely be required at least every five years.
 - 4.3 Ceramic Tile. Normal slab settlement may crack ceramic tile and the physical characteristics are conducive to chipping after installation by a number of different causes; subsequent chipping and cracking is unavoidable and not a warrantable item. Buyer will have the opportunity to inspect the Home prior to Closing and Seller requests that Buyer examine any tile floor closely at this time.
 - 4.4 Wooden Laminate Cabinets. Wooden laminate cabinets are a popular selection of cabinetry in the home building industry. As the technological and manufacturing processes continue to emerge, what may appear to be a particular species of wood, (i.e., birch, oak, walnut, etc.) may in fact be a veneer over a composition product; stained and finished to resemble a specific species of wood. Buyer acknowledges that wooden laminate cabinets may be manufactured with various manmade products and/or product names used in the manufacturing process. As with other natural materials, wooden laminate cabinets will be affected by environmental factors such as natural and artificial lighting, so Buyer may see the color of such cabinets gradually change and mellow over time. Seams will be visible in the framework of all face frame cabinets, if applicable.
5. Paver Driveway and Walk. Pavers are an interlocking system supported by the existing earth. White mason sand is used to space the pavers and is meant to wash out in a short time. Pavers are not meant to have grout or mortar joints. Variations in the plane or levelness are expected and normal. The vast majority of elevation variances occur during the first year following installation. Buyer acknowledges that the pavers used to construct the Home's driveway and walk may be rustic, and no two paving stones are identical in

Buyer 



color, texture or finish. Due to normal manufacturing, shipping, handling and installation, pavers may have abrasions, marks and minor staining. Normal weathering can also change the color and texture of the pavers. The most popular finish to be applied to paving stones is a clear sealer. Sealing also helps reduce effervescence, weathering, the penetration of permanent stains and normal wear and tear. The sealing of pavers is a normal maintenance function. Buyer should have a professional install any sealer. Seller recommends that Buyer not install any sealer until Buyer has occupied the Home for thirty (30) days to allow pavers to properly cure. Buyer further acknowledges that the paving stones at the models have not been sealed and have been left in their original condition.

6. Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
7. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
8. Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer: _____
Date: _____

Buyer: _____
Date: _____

SELLER: Land Baron II, LLC

By: _____

Date: _____

Buyer _____

FHA/VA ADDENDUM

THIS FHA ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the, 25rd day of, April 2014, between, mark Laty (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot, 1 of Block 1, of Arbor Estates, according to the Plat thereof, as recorded in Plat Book 167, page 70, Public Records of Miami-Dade County, Florida

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **FHA BUYER AGREES TO PROCEED WITH THE PURCHASE OF THE HOME AFTER HAVING READ BUYER'S RIGHTS AND PRIVILEGES, AS SET FORTH BELOW:**

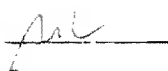
2.1 **FHA Loans.**

2.1.1 It is expressly agreed that, notwithstanding any provisions of the Agreement (contract) to the contrary, Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Home (property described herein) unless Buyer has been given in accordance with the Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA") or United States Department of Veterans Affairs (the "VA") requirements, a written statement by the Federal Housing Commissioner, the VA, or a Direct Endorsement lender setting forth the appraised value of the Home (for mortgage purposes) of not less than \$ _____ (which statement Seller agrees to deliver to Buyer promptly after such Appraised Value Statement is made available to Seller). Buyer shall have the privilege and option of proceeding with the consummation of the Agreement without regard to the maximum mortgage the Department of Housing and Urban Development will insure. HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME ARE ACCEPTABLE.

2.1.2 In the event the value of the Property set forth in the Appraised Value Statement is less than the Total Purchase Price, Buyer shall have the right to exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the FHA Appraised Value Statement, by giving Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within five (5) days of Buyer's receipt of the FHA appraisal by returning to Seller a copy of this Addendum executed by Buyer in the "AGREE TO PROCEED" signature block below. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.1.3 Buyer agrees to pay a mortgage insurance premium as required by FHA. Buyer has the right to pay the entire premium at the time of Closing or the premium may be added to the loan amount and financed over the term of

Buyer



the loan. If Buyer elects to add the premium to the loan amount, the total loan amount shall consist of the Cash to Close amount specified in the Purchase Price and Payment Addendum, plus the mortgage insurance premium. Pursuant to FHA regulations, Buyer shall pay an annual premium, if required, in addition to the up-front (or financed) premium. Said additional premium shall be paid monthly on a declining balance (excluding the portion of the balance, if any, attributable to the up-front premium).

- 2.1.4 All parties acknowledge that the processing of a government loan is not subject to specific time limitations. Nevertheless, Buyer agrees to diligently pursue such loan commitment.
- 2.1.5 Seller and Buyer certify that the terms of the Agreement are true and complete to the best of their respective knowledge and belief. Seller and Buyer further certify that all agreements relating to this real estate transaction have been fully disclosed and are covered in the Agreement, including any addenda attached thereto. Seller and Buyer understand that the failure to provide a complete and accurate copy of the Agreement could jeopardize this transaction. If there are any subsequent changes to the Agreement, the undersigned will submit them promptly to the Lender.
- 2.1.6 Buyer acknowledges that Buyer has read and completed the attached U.S. Department of Housing and Urban Development form HUD-92564-CN entitled "For Your Protection: Get a Home Inspection".

2.2 VA Loans.

- 2.2.1 It is expressly agreed that, notwithstanding any provisions of the Agreement to the contrary, if Buyer is a veteran, Buyer shall not incur any penalty by forfeiture of earnest monies or otherwise be obligated to complete the purchase of the Home if Buyer cannot obtain a loan guaranteed by the VA, including without limitation, if the Total Purchase Price exceeds the reasonable value of the Home established by the VA or a VA lender pursuant to the Lender Appraisal Proceeding Program ("LAPP"). Buyer shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA or a VA lender with LAPP authority. Buyer agrees that should Buyer elect to complete the purchase at an amount in excess of the reasonable value established by the VA or a VA LAPP lender, Buyer shall pay such excess amount in cash from a source that Buyer agrees to disclose to the lender and the VA, which source Buyer represents and covenants will not be from borrowed funds except as approved by the VA.
- 2.2.2 To exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the amount of reasonable value established by the VA or a VA LAPP lender, Buyer shall give Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within five (5) days of Buyer's receipt of the amount of reasonable value established by the VA or a VA LAPP lender by returning to Seller a copy of this Addendum executed by Buyer in the "AGREE TO PROCEED" signature block below. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

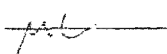
2.2.3 VA DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME (PROPERTY) ARE ACCEPTABLE.

3. Warranty Program. If Buyer is financing the purchase of the Home with a FHA financed or VA guaranteed loan, Buyer and Seller expressly agree that, notwithstanding any provisions of the Agreement to the contrary, the only express warranties that Seller is providing Buyer are: (i) only warranties required by Miami-Dade County, Florida and all manufacturers' warranties on personality and fixtures will, to the extent allowable, be passed through to Buyer at Closing and all items covered by manufacturers' warranties are expressly not warranted by Seller.
- 3.1 To the maximum extent lawful, Seller disclaims any and all implied warranties of merchantability and fitness, fitness for a particular purpose, habitability, intended use, workmanship, or construction respecting the Property, and all fixtures or items of personal property sold pursuant to this Agreement, or any other real or personal property whatsoever conveyed in connection with the sale of the Property, or located within the Home whether arising from this Agreement, usage, trade, imposed by statute, course of dealing, case law or otherwise (except where additional warranties are required by applicable law or regulation).
- 3.2 Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. Seller disclaims any liability for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to Buyer.
- 3.3 Seller reserves the right to substitute, if required, and Buyer agrees to accept, a third-party insured warranty from a warranty company so long as the coverage is comparable.
4. Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
5. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
6. Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

AGREE TO PROCEED

If this box is checked, Buyer is financing the purchase of the home with an FHA insured loan. BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE APPRAISED VALUE STATEMENT IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE FHA APPRAISED VALUE STATEMENT.

Buyer



23



Buyer's signature

_____ (buyer 1)

_____ (buyer 2)

If this box is checked, Buyer is financing the purchase of the home with a VA guaranteed loan. BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE V A OR A V A LAPP LENDER IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR VA LAPP LENDER.

Buyer's signature

_____ (buyer 1)

_____ (buyer 2)

Buyer: _____
Date: _____

Buyer: _____
Date: _____

SELLER: Land Baron II, LLC

By: _____

Date: _____

Buyer _____

EXHIBIT B

MARY LATT
4/25/14

270
65-349/550

Pay to the Order of Shores development INC Escrow \$ 22000.00

Twenty Two Thousands

Dollars



HSBC PREMIER

Arlington, VA 22203

For LOT 3, Block 1 Toscana

0270

DEPOSIT TICKET

DATE

04/26/2014

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.



BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

☐ CURRENCY

☐ COIN

C 270

H

E

C

K

S

TOTAL FROM REVERSE

\$

22000.00

22000.00

13



1-800-BANK BBT
1-800-226-5228



BBT.com

Learn more about Online Statements and
Mobile Banking at BBT.com

TRANSACTION RECEIPT

All items are credited subject to payment.



Location/Date/Transaction #

Amount

8540238 034148 085 00187 12:50 04/26/14
XXXXXXXXXX/XX5008 DUPLICATE DEPOSIT

22,000.00

C0028000186
Rev. 04/01/13

Member FDIC

DEPOSITS SUBJECT TO VERIFICATION AND MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

EXHIBIT C

TABLES / LAW GROUP, PA

3475 Sheridan Street
Suite 301
Hollywood, FL 33021
O: 786-269-3554
F: 954-404-6003
rtables@gmail.com

2600 SW3 Street
Suite 202
Miami, FL 33156
O: 786-269-3554
F: 954-404-6003

**VIA CERTIFIED MAIL &
DUPLICATE ORIGINAL
VIA U.S. MAIL**

(Receipt No. _____)

Steven Greenspan, Esquire
11050 N Kendall Dr. #108
Miami, Florida 33176

Re: April 25, 2014 Purchase and Sale Agreement between Mark Laty and Land Baron II, LLC
(the "P & S Agreement")

Dear Mr. Greenspan:

Please be advised that Tables law Group represents Mark Laty in connection with the above referenced contract for the purchase of a pre-construction home in Toscano Estates. This letter shall serve as a formal demand for the return of Mr. Laty's deposit in the amount of \$22,000 (Toscano Deposit). From the very first time my client spoke with broker Michelle Fernandez in regards to purchasing a home at Toscano estates, he was very adamant that this would be a financed deal. On numerous occasions, Ms. Fernandez represented to my client that this was not a problem in that Section (3) of the Toscano Contract contained a cash option and a mortgage option. Upon the representations made to my client, he executed the Toscano Contract on April 25, 2014 with the belief that his entry into a binding contract was contingent on his ability to receive financing. The very next day, while reviewing the Toscano Contract, my client realized for the first time that Ms. Fernandez had mistakenly checked the box in Section (3) labeled "Cash Transaction" instead of checking the correct box labeled "Mortgage Transaction". My client acted with diligence and immediately contacted Ms. Fernandez to alert her of the mistake and reemphasize his inability to complete the transaction without financing. In response, Ms. Fernandez insisted not to worry and that despite what box was checked off on the Toscano Contract, he would be able to obtain a mortgage; however, she refused to correct the Toscano Contract to reflect that this would be a financed deal. In furtherance of such representations, Ms. Fernandez put my client in touch with mortgage broker, _____ Martinez, to discuss his financing options. On or about April 30, 2014, my client spoke with Mr. Martinez and it was discussed that the Toscano Contract would have to be changed to properly proceed. My client thereafter called Ms. Fernandez in one last attempt to reach a prompt resolution of this matter by once again requesting that she correct the Toscano Contract to reflect the deal that was discussed between the parties. To my client's dismay, Ms. Fernandez refused to make any such correction and directed my client to never contact her again. Based on

the aforementioned chain of events, it is clear that there was no meeting of the minds between the parties as to the essential elements of the contract. Pursuant to well established Florida law, both the mutual assent and meeting of the minds of the parties on all essential elements of a contract is a prerequisite to the existence of an enforceable contract. The method of payment (i.e. cash vs. financing) for the purchase of the subject property is undoubtedly an essential term to the Toscano Contract. Given the fact that the Toscano Contract in its current state is in direct contradiction to the terms agreed upon between the parties, the Toscano Contract is unenforceable as a matter of law. In addition, the Toscano Contract cannot be held enforceable in that it was never executed by your client.

Notwithstanding the representations made by Ms. Fernandez in which my client relied upon, Section (3) of the Toscano Contract on its face states that if the buyer does not have the financial ability to purchase the Property with cash, then the contract will be terminated and the seller must refund any paid deposit to the buyer. As previously stated, my client does not and has at no time relevant to this matter had the cash to purchase a home at Toscano Estate and at no time has he ever made a representation to the contrary. Although it seems gratuitous, my client is willing to provide the appropriate financial documentation to prove his inability to perform a cash transaction. Despite the clear and unambiguous language set forth in Section (3), any claim by your client to the retention of the Deposit would give further rise to a legal claim for unjust enrichment. Furthermore, as it is clear for the reasons set forth hereinabove that no enforceable contract currently exists between the parties, your client's retention of the Deposit would give additionally give rise to a claim of civil theft.

In short, you have taken property (i.e. my client's money) that does not belong to you, diversified and converted it to your own use and further derived financial gain from said property at the detriment of my client. As such, you are hereby notified, pursuant to §772.11 of the Florida Statutes ("F.S."), that Mark Laty is seeking a civil remedy for theft as to, initially and without limitation, the \$22,000. **Demand is hereby made for treble damages for civil theft, such damages currently being in the amount of \$66,000, plus attorneys' fees and expenses.** Pursuant to §772.11 F.S., you have 30-days to comply with this demand. Please be advised that if we do not receive a certified check in the amount of \$66,000 payable to "Tables Law Group, P.A., Trust Account", as agents for Mark Laty, within 30-days of receipt of this letter, this firm has been authorized to take all appropriate action against Land Baron II, LLC and Shores Development Inc., in the Circuit Court in Miami-Dade County, Florida.

It is upon information and belief that the Toscana Deposit is currently being held in escrow with Shores Development, Inc. Letter this letter also serve as a formal demand for the Deposit to remain in escrow in the event the Deposit is not released to my client. If the deposit is not released and your client contends that the Toscano Agreement is enforceable, my client invokes his right under Section (14.1) of the contract to attend mediation with your client to attempt a prompt resolution to this matter. Your prompt attention to this matter is greatly appreciated. Lastly and notwithstanding the aforementioned contents of this letter, my client is agreeable to the entry into a new and revised Toscano Contract with financing and validity of same to be contingent on mortgage approval. Your prompt attention to this matter is appreciated. Please govern yourself accordingly.

Sincerely

Tables Law Group, P.A.

Ryan Tables, Esq.

cc: Mark Laty
Michele Fernandez